

**SIGNATURE DOCUMENT FOR
DEPARTMENT OF STATE HEALTH SERVICES
CONTRACT NO. 537-18-0007-00001
UNDER THE
HIV SURVEILLANCE GRANT PROGRAM**

I. PURPOSE

The Department of State Health Services (“System Agency”) and San Antonio Metropolitan Health District (“Grantee”) (each a “Party” and collectively the “Parties”) enter into the following grant contract to provide funding for HIV Surveillance (the "Contract").

II. LEGAL AUTHORITY

This Contract is authorized by and in compliance with the provisions of Texas Health and Safety Code Chapters 12 or 1001 or Texas Government Code Chapters 537, 771, 791 or 2155.

II. DURATION

The Contract is effective on September 1, 2017 and terminates on August 31, 2018, unless renewed or terminated pursuant to the terms and conditions of the Contract. The System Agency, at its own discretion, may extend this Contract subject to terms and conditions mutually agreeable to both Parties.

III. BUDGET

The total amount of this Contract will not exceed **ONE HUNDRED NINETY-ONE THOUSAND FIVE HUNDRED TWENTY-FOUR DOLLARS (\$191,524.00)**. All expenditures under the Contract will be in accordance with **ATTACHMENT B, BUDGET**.

IV. CONTRACT REPRESENTATIVES

The following will act as the Representative authorized to administer activities under this Contract on behalf of their respective Party.

System Agency

Department of State Health Services
1100 West 49th Street
Austin, Texas 78756-4204
Attention: Kris Reyes
kris.reyes@dshs.state.tx.us

Grantee

San Antonio Metropolitan Health District
111 Soledad, Suite 1000, 10th Floor
San Antonio, Texas 78205
Attention: Vincent Nathan
Vincent.nathan@sanantonio.gov

V. LEGAL NOTICES

Any legal notice required under this Contract shall be deemed delivered when deposited by the System Agency either in the United States mail, postage paid, certified, return receipt requested; or with a common carrier, overnight, signature required, to the appropriate address below:

System Agency

Department of State Health Services
Attention: Lisa Hernandez
1100 W. 49th Street, MC 1911
Austin, TX 78756

Grantee

San Antonio Metropolitan Health District
111 Soledad, Suite 1000, 10th Floor
San Antonio, Texas 78205
Attention: Vincent Nathan
Vincent.nathan@sanantonio.gov

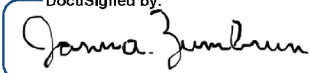
Notice given by Grantee will be deemed effective when received by the System Agency. Either Party may change its address for notice by written notice to the other Party.

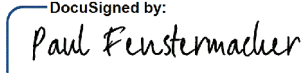
SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE FOR SYSTEM AGENCY CONTRACT NO. 537-18-0007-00001

DEPARTMENT OF STATE HEALTH SERVICES

GRANTEE

DocuSigned by:

14303D85CC75416...

DocuSigned by:

7C3B3F73216146D...

Janna Zumbrun, MSSW

Name: Paul Fenstermacher

Associate Commissioner

Title: Assistant to the Director

Date of execution: 6/1/2017 | 5:46 AM CDT

Date of execution: 5/26/2017 | 4:51 PM CDT

THE FOLLOWING ATTACHMENTS TO SYSTEM AGENCY CONTRACT NO. 537-18-0007-00001 ARE HEREBY INCORPORATED BY REFERENCE:

- ATTACHMENT A - STATEMENT OF WORK**
- ATTACHMENT B - BUDGET**
- ATTACHMENT C - UNIFORM TERMS AND CONDITIONS**
- ATTACHMENT D - SUPPLEMENTAL & SPECIAL CONDITIONS**
- ATTACHMENT E - DATA USE AGREEMENT**

ATTACHMENT A STATEMENT OF WORK

I. GRANTEE RESPONSIBILITIES

Grantee will:

- A.** Provide System Agency with active surveillance and reporting activities for Human Immunodeficiency Virus/Acquired Immunodeficiency Syndrome (HIV/AIDS).

Grantee will perform all activities under this contract in accordance with the terms of this Contract and detailed budget, as approved by System Agency. Grantee must receive advance written approval from System Agency before varying from any of these requirements, and must notify all staff working on activities of any such changes under this contract within forty-eight (48) hours of System Agency approval of changes.

For the purpose of this Contract, “HIV infection” and “AIDS” are as defined by the Centers for Disease Control and Prevention (CDC) of the United States Public Health Service, (MMWR Recommendations and Reports. April 11, 2014 / 63(RR3); 1-10). <http://www.cdc.gov/mmwr/pdf/rr/rr6303.pdf>.

- B.** Grantee will perform the following:

1. STAFF

- a. Grantee will document to System Agency that all project staff (i.e., working on activities under this contract) have received annual training on:
- i. Grantee’s employee’s standard of conduct; (Grantee will submit these training documents to System Agency within fourteen (14) days of the effective date of this Contract); System Agency security and confidentiality training course within thirty (30) days of beginning work on this Contract; and
 - ii. Annual refresher training course on confidentiality requirements/confidential information security (i.e., within one year of having taken the previous confidentiality and security course) and submit appropriate documentation to the System Agency HIV/STD Surveillance Coordinator within ten (10) days of completing each course.
- b. Within thirty (30) days of the effective date of this Contract, supply System Agency with a copy of each job description for which a portion or all of the salary is paid under this Contract.
- c. Grantee will require at least one staff to attend training, conferences, and meetings, as directed by System Agency.
- d. Grantee must notify the System Agency Program within forty-eight (48) hours of any personnel actions, including the details and outcome of such actions, involving

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project staff. A written report will be submitted, to back up the oral report, within seventy-two (72) hours. Such personnel actions include, but are not limited to:

- i. Counseling for misconduct regarding violations of personnel, project, state, or federal policies, procedures, requirements, and laws;
 - ii. Terminations (voluntary or involuntary); and
 - iii. Employee grievances.
- e. Fill any surveillance staff vacancy within ninety (90) days.
- f. Submit complete and accurate travel support documentation to System Agency when submitting vouchers for reimbursement. Support documentation must list the employee who traveled, date of travel, purpose of travel, all receipts and a breakdown of the costs associated with travel.
- g. Provide at least one surveillance staff person to participate in standing monthly HIV Surveillance conference calls held by System Agency, as directed.
- h. Ensure all funded surveillance staff participate in the annual HIV Surveillance workshop. Grantee agrees to read System Agency Grantee Financial Procedures Manual (CFPM) and work with System Agency staff regarding the management of funds received under this Contract. <http://www.dshs.state.tx.us/contracts/cfpm.shtm>.

2. CASE REPORTING

a. Reporting and Registry

- i. Maintain a current list of key reporting sources in Grantee's designated Service Area and document at minimum monthly active surveillance and annual provider education for the top ten providers/facilities. Provider education should establish and maintain communication about reporting requirements (including Incidence Surveillance and Perinatal HIV Surveillance) and any changes in any relevant surveillance procedures and requirements. Active surveillance must be conducted by phone or in person to identify newly diagnosed HIV/AIDS cases and complete an HIV/AIDS case report form.
- ii. Review Monthly Data Quality Reports and the Quarterly Progress Report provided by System Agency to ensure corrections to case report forms are made and additional missing case information is collected.
- iii. Manager will discuss and review Quarterly Progress Report findings sent by System Agency with all surveillance staff. Manager will provide feedback on site standings

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reflected in report and to System Agency through email by the 30th of the month following the end of the Quarter.

- iv. Be knowledgeable of any reference laboratories or medical facilities conducting in-house HIV laboratory testing within Grantee's designated Service Area. Grantee is responsible for identifying any testing facilities that are not reporting their laboratory results electronically to System Agency and shall accordingly arrange a method for retrieving any non-electronic, paper based labs. Grantee is responsible for submitting any and all lab results received directly from any laboratory and/or medical facilities to System Agency by the 30th day of each month. If no laboratory results were received locally in a given month, Grantee must notify System Agency ELR Program Specialist via email indicating there were no laboratory results received for that month.
- v. Maintain a paper or electronic file on all adult cases of HIV and AIDS within Grantee's designated Service Area.
- v. Maintain a case file on all confirmed and suspected cases of pediatric HIV and AIDS, infants born exposed to HIV, and HIV-positive pregnant women diagnosed and/or treated within Grantee's designated Service Area.
- vii. Provide information, feedback, and clarification, as directed by System Agency Central Office staff by requested timeframe or within ten (10) working days of inquiry at most.
- viii. Conduct Incidence Surveillance activities in cooperation with the contracted Incidence Surveillance technical assistance provider identified by System Agency Program.
- b. **Completeness**
 - i. Ensure completeness of case reporting provided to System Agency by conducting the following activities at least monthly: fully reviewing monthly data quality reports sent by CO and regularly reviewing surveillance systems to identify any inconsistencies or gaps in laboratory reporting. Grantee is encouraged to implement additional methods of evaluating completeness of key reporting source reporting, after first receiving System Agency written approval.
 - ii. Ensure HIV/AIDS case report forms are accurate and complete in accordance with guidance provided in the Texas HIV Surveillance Procedure Manual.
 - iii. Submit completed case report forms to Central Office Consultants weekly upon completion of data entry into the current HIV Surveillance reporting database.
 - iv. Collect reports of HIV and AIDS cases diagnosed and/or treated which health care

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providers (e.g., physicians, HIV service providers, etc.) are required to make under TAC Title 25, Part 1, Chapter 97, Subchapter F, Rule §97.132.

- v. Collect reports of pediatric HIV and AIDS cases diagnosed and/or treated, infants born exposed to HIV, and HIV-positive pregnant women diagnosed and/or treated which health care providers (e.g., physicians, HIV service providers, etc.) and laboratories are required to make under TAC Title 25, Part 1, Chapter 97, Subchapter F, Rule §97.132. Grantee is responsible for collecting the reports within Grantee's designated Service Area. For each perinatal exposure investigated, Grantee shall ensure that a pediatric case report form is completed along with an updated adult case report form for infant's mother.
- vi. Collect all required data elements to conduct Perinatal HIV surveillance activities, including reviewing and conducting medical record abstractions of the mother's and child's medical records in Grantee's designated Service Area to properly report all perinatally exposed cases diagnosed and/or treated within Grantee's designated Service Area.
- vii. Collect all required data elements to conduct HIV surveillance follow-up activities, including reviewing and conducting medical record abstractions within three months of diagnosis for all patients seen in Grantee's designated Service Area to properly report all HIV and AIDS cases diagnosed and/or treated within Grantee's designated Service Area.
- viii. Abstract medical records requested by another jurisdiction in Texas within the time frames outlined in the HIV Surveillance Manual.
- ix. Conduct an investigation to verify any reported adult and/or infant HIV or AIDS deaths and abstract medical chart when appropriate within Grantee's designated Service Area.
- x. Follow procedures as outlined in Texas HIV Surveillance Procedure Manual to conduct out of state record searches
- xi. Maintain an efficient tracking mechanism, either by paper or electronic file, to record outcomes for all laboratory reports received by local site (including all laboratory reports received through Electronic Laboratory Report and all paper laboratory reports received directly from providers or labs). With an efficient tracking mechanism in place, Grantee should be able to readily produce surveillance site standings at any given time (i.e., number of cases completed for the month, type of cases completed- New, Update to AIDS, perinatal exposure, pregnancy update and number of cases pending along with estimated dates of completion). Manage all laboratory reports in System Agency Lab Management System, upon implementation

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- xii. For each adult case of HIV newly entered into the current HIV Surveillance reporting database, Grantee will complete or obtain HIV Testing and Treatment History information from the reporting provider to complete the testing and treatment history data elements on the Adult Case Report Form (ACRF), an HIV/AIDS Case Report Addendum or other form specified by System Agency Program, to collect HIV Incidence Surveillance data elements as referenced in the CDC Guidelines for HIV Incidence Surveillance and any future revisions.
- c. Timeliness
- i. a case report form is completed, entered into the current HIV Surveillance reporting database and submitted to System Agency for all confirmatory Laboratory Reports within forty-five (45) days of receipt of the initial laboratory or morbidity report (required for all cases) and within six (6) months for cases transitioned to AIDS since AIDS diagnosis.
 - ii. Ensure a valid response is entered into the current HIV Surveillance reporting database within six (6) months of initial notification for all suspected HIV cases not confirmed through receipt of an algorithm diagnosing HIV (e.g. probable cases ascertained through matches with other databases, routine viral loads, medications, etc.). Grantee must ensure that adequate tracking mechanisms are in place to track outcomes of all laboratories received through the Electronic Laboratory Reporting system.
 - iii. Follow-up on perinatal HIV exposed cases (reference Texas HIV Surveillance Procedure Manual) every six (6) months until each has met the CDC surveillance definition of presumptively or definitely infected or uninfected, and update pediatric case report forms and the current HIV Surveillance reporting database in a timely manner (reference Texas HIV Surveillance Procedure Manual).
- d. Pediatric
- i. Collect copies of reports of pediatric HIV and AIDS cases of diagnosed and/or treated infants born exposed to HIV, and copies of reports for HIV-positive pregnant women diagnosed and/or treated in Grantee's designated Service Area, which health care providers (e.g., physicians, HIV service providers, etc.) and laboratories are required to make under TAC Title 25, Part 1, Chapter 97, Subchapter F, Rule §97.132. If provider does not complete a case report form or does not provide sufficient information on the case report form, Grantee is responsible for abstracting the required case report form information from the provider's medical records.
 - ii. In accordance with TAC Title 25, Part 1, Chapter 97, Subchapter F, Rule §97.133(1) (G), Grantee must complete reports within forty-five (45) days of the

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child's birth in accordance with the Texas HIV Surveillance Procedure Manual, using the form provided by System Agency.

- iii. Follow-up on perinatal HIV exposed every six (6) months until each case has met the CDC surveillance definition of presumptively or definitely infected or uninfected, and update pediatric case report forms and the current HIV Surveillance reporting database in a timely manner.
- iv. Review every collected pediatric HIV case, at least once to identify AIDS-defining conditions and update registry.
- v. Abstract medical charts for pediatric case reports both at the birth hospital and at the mother's and infant's health provider's offices. Maintain an electronic list of negative Polymerase Chain Reaction (PCR) tests for infants, to include name of laboratory and doctor ordering the test, and maintain copies of all reporting laboratory test results for pediatric cases. Assist System Agency staff, as directed, in the development of prevention plans and the implementation of prevention activities to reduce the perinatal transmission of HIV.
- vi. Maintain a case file on all confirmed and suspected cases of pediatric HIV and AIDS, infants born exposed to HIV, and HIV-positive pregnant women diagnosed and/or treated within Grantee's designated Service Area.

3. EPIDEMIOLOGIC INVESTIGATIONS

- a. Initiate epidemiologic investigations on newly reported cases of public health importance (COPHI), within three (3) business days of receipt of case report, through contact with appropriate health care providers and a review of patients' medical records.
- b. Perform a determination of the need for public health follow-up on all HIV-positive test results within three (3) business days of receipt of the test results. If no clear determination can be made within the three (3) business days, the HIV test results should be sent to a Disease Intervention Specialist (DIS) for investigation.
- c. Perform continuous epidemiological follow-up on all cases missing key pieces of information.

4. SECURITY

- a. Grantee shall designate, from its staff, a Local Responsible Party (LRP) who has the overall responsibility for ensuring the security of the HIV/STD confidential information maintained by Grantee as part of

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activities under this Contract. The LRP must:

- i. Ensure appropriate policies/procedures are in place for handling confidential information, for the release of confidential HIV/STD data, and for the rapid response to suspected breaches of protocol and/or confidentiality. These policies and procedures must comply with System Agency policies and procedure (Grantee may choose to adopt those System Agency policies and procedures as its own).
 - ii. Ensure security policies are reviewed periodically for efficacy, and that Grantee monitors evolving technology (e.g., new methods hackers are using to illegally access confidential data; new technologies for keeping confidential data protected from hacking) on an on-going basis to ensure that the program's data remain as secure as possible.
 - iii. Approve any Grantee staff requiring access to HIV/STD confidential information. LRP will grant authorization to Grantee staff who have a work-related need (i.e., work under this Contract) to view HIV/STD confidential information.
 - iv. Maintain a list of authorized Grantee staff persons who have been granted permission to view and work with HIV/STD confidential information. The LRP will review the authorized user list ten (10) days from the effective date of this Contract to ensure it is current. All Grantee staff with access to confidential information will have a signed copy of a confidentiality agreement on file and it be updated once during the term of this Contract.
 - v. Ensure that all Grantee staff with access to confidential information will be trained on security policies and procedures before access to confidential information is granted and that this training will be renewed once during the term of this Contract.
 - vi. Thoroughly and quickly investigate all suspected breaches of confidentiality in consultation with the System Agency LRP, all in compliance with the System Agency Program Policy TB/HIV/STD and Viral Hepatitis Breach of Confidentiality Response Policy” <http://www.dshs.state.tx.us/hivstd/policy/security.shtm>.
- b. Grantee will have procedures to ensure computers and networks meet System Agency security standards, as certified by System Agency IT staff.

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- c. Grantee will have procedures to ensure Requests for the current HIV Surveillance reporting database user account terminations are sent to System Agency within 1 business day of the identification of need for account termination.
- d. Grantee will have procedures to ensure transfer of secure data electronically using the Public Health Information Network.
- e. Grantee will have procedures to ensure a visitors log for individuals entering the secured areas and reviewed quarterly by the LRP.
- f. Grantee will have procedure to ensure the current HIV Surveillance reporting database user passwords changes verified by the LRP at least every 90 days.
- g. Grantee will have procedures to ensure confidential data are:
 - i. Maintained in a secured area;
 - ii. Locked when not in use;
 - iii. Confidential documents are not left in plain sight; and
 - iv. Shredded before disposal.
- h. Grantee will complete Local Responsible Party (LRP) quarterly security checklist provided by System Agency by the deadline given.
- i. Grantee will provide a list to System Agency of personnel with access to secured areas and of all identified personnel who have received security training.
- j. Grantee shall provide a list to System Agency of personnel with access to all network drives where confidential information is stored.
- k. Ensure confidential data are: Maintained in a secured area with at least one physical layer of security, locked when not in use, not left in plain sight, and shredded before disposal.
- l. Ensure confidential data transmissions to System Agency or other approved partners are encrypted and transmitted via secured means.
- m. Ensure files are scanned to a secure network drive (not email or any

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other unsecure directory).

- n. Ensure all flash drives used by surveillance staff are encrypted.
- o. Ensure confidential data is stored on stand-alone computers or on a secure drive of computers on a secure network.
- p. Provide a list of authorized users with access to confidential data is maintained and limited to those approved by the LRP.
- q. Have systems in place to ensure confidential data taken out of the surveillance secured area are: Minimized to essential data required, stored in secure devices, and encrypted.
- r. If surveillance-issued laptops are used, all have updated anti-virus protection software.
- s. Computers with confidential information has power-on and screensaver passwords with minimum time out setting of 10 minutes.
- t. Surveillance staff computer passwords are not shared or visible to other users.
- u. Shredders, printers and fax machines for confidential data are housed in a secured area limited to those approved by the LRP.
- v. If shredding is outsourced, the shredder is bonded for working with health information.
- w. HIV/STD terminology usage is excluded from outgoing faxes, including coversheet, header and footer.
- x. Computers and networks met System Agency security standards, as certified by System Agency IT staff.

II. PERFORMANCE MEASURES

The System Agency will monitor the Grantee's performance of the requirements in Attachment A and compliance with the Contract's terms and conditions.

A. ACCURACY

- 1. Diligently work to ensure 80% of the current HIV Surveillance reporting database information had no major discrepancies (missing, unknown or drastically different)

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when compared to information found during chart re-abstractions (based on a random case sample).

2. Diligently work to ensure that all submitted pediatric case report forms contain accurate demographic, risk, laboratory results, clinical, treatment and birth information per data quality and validity standards in accordance with the HIV Surveillance Procedure Manual.
3. Ensure data entry error reports were completed within 10 days of receipt.
4. Clarify 100% of Case Report Forms within 10 days of inquiry.

B. COMPLETENESS

1. Provide complete and legitimate information for the following 10 data elements for each HIV/AIDS case report 97% of the time:
 - a. Legal name;
 - b. Race/ethnicity;
 - c. Sex;
 - d. Facility of Diagnosis;
 - e. Date of Diagnosis;
 - f. Date of Birth;
 - g. Diagnostic Status;
 - h. Valid date of death for vital status indicated as “dead”;
 - i. Residence at diagnosis; and,
 - j. Vital Status (alive or deceased).
2. Provide complete and legitimate risk information for seventy five percent (75%) of cases at minimum.
3. Ensure 97% of cases were CDC Eligible and had no required fields missing.
4. Provide complete and legitimate document source information on each case report form ninety-seven percent (97%) of the time.
5. Report 85% of expected number of new cases for the diagnosis year.
6. Contact 100% of major HIV reporting facilities monthly for active surveillance.

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7. Contact 100% of major HIV reporting facilities annually for provider education.
8. Ensure the transfer of 100% of collected HIV/AIDS case information, including but not limited to Adult Case Report Forms and Pediatric Case Report Forms, to System Agency Consultants weekly by the close of business each Friday. Grantee may send a written request to System Agency Program to extend the timetable for transferring data, which must be received at least 24 hours in advance of the deadline at issue. Any such request shall be submitted by email.
9. Ensure the transfer of 100% of HIV-related laboratory results received by Grantee locally to System Agency ELR Coordinator or provide written notification that there were no laboratory results received for the month, by the close of business on 30th day of each month. Grantee may send a written request to System Agency Program to extend the timetable for transferring laboratory reports, which must be received at least 24 hours in advance of the deadline at issue. Any such request shall be submitted by email.
10. Determine how the need for public health follow-up will be made within three (3) business days of the receipt of the test results. If no clear determination can be made within the three (3) business days, the HIV test results must be sent to a Disease Intervention Specialist (DIS) for investigation.
11. Ensure that the newly reported adult HIV cases had at least one valid answer for any of the following six data elements eighty-five percent (85%) of the time: 1) Testing and Treatment History (TTH) date of first positive year is valid and earlier than initial diagnosis date; 2) ever tested negative is Yes or No; 3) number of negative tests in 24 months before first positive is not blank, Refused or Unknown; 4) TTH date of last negative HIV test year is valid; 5) ever taken ARV is Yes or No; and 6) ARV use dates are valid.
12. Ensure 60% of newly diagnosed cases had a CD4 and viral load result within 3 months of diagnosis.
13. Ensure 100% of eligible cases in STD*MIS were reported to the current HIV Surveillance reporting database.
14. Ensure 100% of perinatal cases had mother's Stateno (or comments indicating surveillance efforts taken for not found cases).

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15. Ensure 85% of prenatal care records were reviewed for all newly reported exposed infants (if it is indicated that the mother received prenatal care).
16. Ensure positive pregnant women were monitored at estimated delivery date. Quarterly line lists of pregnant women were submitted to System Agency that contain prenatal care provider information and expected due date.
17. Ensure 90% of the responses to the ARV usage during pregnancy question were not blank or unknown.
18. Ensure 90% of the responses to the ARV usage during labor and delivery questions were not blank or unknown.
19. Ensure 90% of the responses to the neonatal ARV usage question were not blank or unknown.
20. Ensure 90% of the responses to the prenatal care question were not blank or unknown.
21. Ensure 85% of labor and delivery records were reviewed for all newly reported exposed infants.

C. TIMELINESS

1. Ensure appropriate follow up of all new adult HIV cases (newly diagnosed and eligible cases not previously captured in the current HIV Surveillance reporting database) in accordance with the HIV Surveillance Procedure Manual. Grantee will complete all of the following activities:
 - a. Complete, enter into the current HIV Surveillance reporting database and submit to System Agency an initial report on a new HIV case within 45 days of diagnosing laboratory result for at least 90% of cases;
 - b. Conduct a medical record abstraction on all new cases within 3 months of diagnosing laboratory result for at least 85% of eligible cases; and,
 - c. Ensure that all case report forms submitted are written in accordance with document based surveillance guidance provided 90% of the time; a new case report form shall be written anytime a document source differs or the date of follow up/abstraction differs.
2. Ensure appropriate follow up of all AIDS defining cases in accordance with the HIV Surveillance Procedure Manual. Grantee shall complete

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all of the following activities:

- a. Complete, enter into the current HIV Surveillance reporting database and submit to System Agency an Update to AIDS case report form within 6 months of AIDS defining laboratory result date or date indication of opportunistic infection (OI) for 90% of cases;
 - b. Conduct a medical record abstraction on all AIDS cases within 6 months of AIDS defining laboratory result date; and,
 - c. Ensure that all case report forms submitted are written in accordance with document based surveillance guidance provided 90% of the time; a new case report form shall be written anytime a document source differs or the date of follow up/abstraction differs.
3. Ensure that all infants born to HIV-positive women have an HIV status determined (i.e. not be coded as indeterminate) within 3 years after the birth for at least eighty-five percent (85%) of the time.
 4. Ensure 85% of newly diagnosed cases were reported within 6 months of diagnosis and all CDC required fields were completed.
 5. Ensure 100% of potential cases of public health importance (COPHI) were investigated within 45 days.
 6. Ensure newly identified cases were referred to public health follow up within 3 days of receipt of confirmatory lab report.
 7. Ensure 90% of newly diagnosed Out of Jurisdiction (OOJ) cases were completed and entered into the current HIV Surveillance reporting database within 45 days of diagnosis.
 8. Ensure 100% of confirmed cases in the current HIV Surveillance reporting database had an associated Case Report Form entered into the database within 90 days of diagnosis.
 9. Ensure 100% of “potential” exposed infants were investigated within 3 months through timely completion of birth certificate match.
 10. Ensure 66% of perinatal exposures are reported within 6 months

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of birth.

III. INVOICE AND PAYMENT

- A. Grantee will request payments using the State of Texas Purchase Voucher (Form B-13) at <http://www.dshs.state.tx.us/grants/forms/b13form.doc>. Voucher and any supporting documentation will be mailed or submitted by fax or electronic mail to the address/number below.

Department of State Health Services
Claims Processing Unit, MC 1940
1100 West 49th Street
P.O. Box 149347
Austin, TX 78714-9347
FAX: (512) 458-7442
EMAIL: invoices@dshs.state.tx.us

- B. Grantee will be paid on a cost reimbursement basis and in accordance with the Budget in Attachment B of this Contract.
- C. System Agency reserves the right, where allowed by legal authority, to redirect funds in the event of financial shortfalls. System Agency Program will monitor Grantee's expenditures on a quarterly basis. If expenditures are below the amount in Grantee's total Contract, Grantee's budget may be subject to a decrease for the remainder of the Attachment term. Vacant positions existing after ninety (90) days may result in a decrease in funds.

ATTACHMENT B BUDGET

Categorical Budget:

PERSONNEL	\$112,505.00
FRINGE BENEFITS	\$52,741.00
TRAVEL	\$2,023.00
EQUIPMENT	\$0.00
SUPPLIES	\$2,309.00
CONTRACTUAL	\$0.00
OTHER	\$21,946.00
TOTAL DIRECT CHARGES	\$191,524.00
INDIRECT CHARGES	\$0.00
TOTAL	\$191,524.00
DSHS SHARE	\$191,524.00
CONTRACTOR SHARE	\$0.00
OTHER MATCH	\$0.00

Total reimbursements will not exceed \$191,524.00

HHSC Uniform Terms and Conditions Version 2.14
Published and Effective: March 1, 2017
Responsible Office: Chief Counsel



TEXAS

Health and Human Services

Health and Human Services Commission
HHSC Uniform Terms and Conditions - Grant
Version 2.14

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ARTICLE I. DEFINITIONS AND INTERPRETIVE PROVISIONS

1.01 Definitions

As used in this Contract, unless the context clearly indicates otherwise, the following terms and conditions have the meanings assigned below:

“Amendment” means a written agreement, signed by the parties hereto, which documents changes to the Contract other than those permitted by Work Orders or Technical Guidance Letters, as herein defined.

“Attachment” means documents, terms, conditions, or additional information physically added to this Contract following the Signature Document or included by reference, as if physically, within the body of this Contract.

“Contract” means the Signature Document, these Uniform Terms and Conditions, along with any Attachments, and any Amendments, or Technical Guidance Letters that may be issued by the System Agency, to be incorporated by reference herein for all purposes if issued.

“Deliverable” means the work product(s) required to be submitted to the System Agency including all reports and project documentation.

“Effective Date” means the date agreed to by the Parties as the date on which the Contract takes effect.

“System Agency” means HHSC or any of the agencies of the State of Texas that are overseen by HHSC under authority granted under State law and the officers, employees, and designees of those agencies. These agencies include: the Department of Aging and Disability Services, the Department of Family and Protective Services, and the Department of State Health Services.

“Federal Fiscal Year” means the period beginning October 1 and ending September 30 each year, which is the annual accounting period for the United States government.

“GAAP” means Generally Accepted Accounting Principles.

“GASB” means the Governmental Accounting Standards Board.

“Grantee” means the Party receiving funds under this Contract, if any. May also be referred to as "Contractor" in certain attachments.

“Health and Human Services Commission” or “HHSC” means the administrative agency established under Chapter 531, Texas Government Code or its designee.

“HUB” means Historically Underutilized Business, as defined by Chapter 2161 of the Texas Government Code.

“Intellectual Property” means inventions and business processes, whether or not patentable; works of authorship; trade secrets; trademarks; service marks; industrial designs; and creations

that are subject to potential legal protection incorporated in any Deliverable and first created or developed by Grantee, Grantee's contractor or a subcontractor in performing the Project.

“Mentor Protégé” means the Comptroller of Public Accounts’ leadership program found at: <http://www.window.state.tx.us/procurement/prog/hub/mentorprotege/>.

“Parties” means the System Agency and Grantee, collectively.

“Party” means either the System Agency or Grantee, individually.

“Program” means the statutorily authorized activities of the System Agency under which this Contract has been awarded.

“Project” means specific activities of the Grantee that are supported by funds provided under this Contract.

“Public Information Act” or “PIA” means Chapter 552 of the Texas Government Code.

“Statement of Work” means the description of activities performed in completing the Project, as specified in the Contract and as may be amended.

“Signature Document” means the document executed by both Parties that specifically sets forth all of the documents that constitute the Contract.

“Solicitation or "RFA"” means the document issued by the System Agency under which applications for Program funds were requested, which is incorporated herein by reference for all purposes in its entirety, including all Amendments and Attachments.

“Solicitation Response” or “Application” means Grantee’s full and complete response to the Solicitation, which is incorporated herein by reference for all purposes in its entirety, including any Attachments and addenda.

“State Fiscal Year” means the period beginning September 1 and ending August 31 each year, which is the annual accounting period for the State of Texas.

“State of Texas Textravel” means Texas Administrative Code, Title 34, Part 1, Chapter 5, Subchapter C, Section 5.22, relative to travel reimbursements under this Contract, if any.

“Technical Guidance Letter” or “TGL” means an instruction, clarification, or interpretation of the requirements of the Contract, issued by the System Agency to the Grantee.

1.02 Interpretive Provisions

- a. The meanings of defined terms are equally applicable to the singular and plural forms of the defined terms.
- b. The words “hereof,” “herein,” “hereunder,” and similar words refer to this Contract as a whole and not to any particular provision, section, Attachment, or schedule of this Contract unless otherwise specified.
- c. The term “including” is not limiting and means “including without limitation” and, unless otherwise expressly provided in this Contract, (i) references to contracts (including this Contract) and other contractual instruments shall be deemed to include all subsequent

Amendments and other modifications thereto, but only to the extent that such Amendments and other modifications are not prohibited by the terms of this Contract, and (ii) references to any statute or regulation are to be construed as including all statutory and regulatory provisions consolidating, amending, replacing, supplementing, or interpreting the statute or regulation.

- d. Any references to “sections,” “appendices,” or “attachments” are references to sections, appendices, or attachments of the Contract.
- e. Any references to agreements, contracts, statutes, or administrative rules or regulations in the Contract are references to these documents as amended, modified, or supplemented from time to time during the term of the Contract.
- f. The captions and headings of this Contract are for convenience of reference only and do not affect the interpretation of this Contract.
- g. All Attachments within this Contract, including those incorporated by reference, and any Amendments are considered part of the terms of this Contract.
- h. This Contract may use several different limitations, regulations, or policies to regulate the same or similar matters. All such limitations, regulations, and policies are cumulative and each will be performed in accordance with its terms.
- i. Unless otherwise expressly provided, reference to any action of the System Agency or by the System Agency by way of consent, approval, or waiver will be deemed modified by the phrase “in its sole discretion.”
- j. Time is of the essence in this Contract.

ARTICLE II PAYMENT METHODS AND RESTRICTIONS

2.01 Payment Methods

Except as otherwise provided by the provisions of the Contract, the payment method will be one or more of the following:

- a. cost reimbursement. This payment method is based on an approved budget and submission of a request for reimbursement of expenses Grantee has incurred at the time of the request;
- b. unit rate/fee-for-service. This payment method is based on a fixed price or a specified rate(s) or fee(s) for delivery of a specified unit(s) of service and acceptable submission of all required documentation, forms and/or reports; or
- c. advance payment. This payment method is based on disbursement of the minimum necessary funds to carry out the Program or Project where the Grantee has implemented appropriate safeguards. This payment method will only be utilized in accordance with governing law and at the sole discretion of the System Agency.

Grantees shall bill the System Agency in accordance with the Contract. Unless otherwise specified in the Contract, Grantee shall submit requests for reimbursement or payment monthly by the last business day of the month following the month in which expenses were incurred or services provided. Grantee shall maintain all documentation that substantiates invoices and make the documentation available to the System Agency upon request.

2.02 Final Billing Submission

Unless otherwise provided by the System Agency, Grantee shall submit a reimbursement or payment request as a final close-out invoice not later than forty-five (45) calendar days following

the end of the term of the Contract. Reimbursement or payment requests received in the System Agency's offices more than forty-five (45) calendar days following the termination of the Contract may not be paid.

2.03 Financial Status Reports (FSRs)

Except as otherwise provided in these General Provisions or in the terms of any Program Attachment(s) that is incorporated into the Contract, for contracts with categorical budgets, Grantee shall submit quarterly FSRs to Accounts Payable by the last business day of the month following the end of each quarter of the Program Attachment term for System Agency review and financial assessment. Grantee shall submit the final FSR no later than forty-five (45) calendar days following the end of the applicable term.

2.04 Debt to State and Corporate Status

Pursuant to Tex. Gov. Code § 403.055, the Department will not approve and the State Comptroller will not issue payment to Grantee if Grantee is indebted to the State for any reason, including a tax delinquency. Grantee, if a corporation, certifies by execution of this Contract that it is current and will remain current in its payment of franchise taxes to the State of Texas or that it is exempt from payment of franchise taxes under Texas law (Tex. Tax Code §§ 171.001 et seq.). If tax payments become delinquent during the Contract term, all or part of the payments under this Contract may be withheld until Grantee's delinquent tax is paid in full.

2.05 Application of Payment Due

Grantee agrees that any payments due under this Contract will be applied towards any debt of Grantee, including but not limited to delinquent taxes and child support that is owed to the State of Texas.

2.06 Use of Funds

Grantee shall expend funds provided under this Contract only for the provision of approved services and for reasonable and allowable expenses directly related to those services.

2.07 Use for Match Prohibited

Grantee shall not use funds provided under this Contract for matching purposes in securing other funding without the written approval of the System Agency.

2.08 Program Income

Income directly generated from funds provided under this Contract or earned only as a result of such funds is Program Income. Unless otherwise required under the Program, Grantee shall use the addition alternative, as provided in UGMS § __.25(g)(2), for the use of Project income to further the Program, and Grantee shall spend the Program Income on the Project. Grantee shall identify and report this income in accordance with the Contract, applicable law, and any programmatic guidance. Grantee shall expend Program Income during the Contract term and may not carry Program Income forward to any succeeding term. Grantee shall refund program income to the System Agency if the Program Income is not expended in the term in which it is earned. The System Agency may base future funding levels, in part, upon Grantee's proficiency in identifying, billing, collecting, and reporting Program Income, and in using it for the purposes and under the conditions specified in this Contract.

2.09 Nonsupplanting

Grantee shall not use funds from this Contract to replace or substitute for existing funding from other but shall use funds from this Contract to supplement existing state or local funds currently available. Grantee shall make a good faith effort to maintain its current level of support. Grantee may be required to submit documentation substantiating that a reduction in state or local funding, if any, resulted for reasons other than receipt or expected receipt of funding under this Contract.

ARTICLE III. STATE AND FEDERAL FUNDING

3.01 Funding

This Contract is contingent upon the availability of sufficient and adequate funds. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or agencies, amendment of the Texas General Appropriations Act, agency consolidation, or any other disruptions of current funding for this Contract, the System Agency may restrict, reduce, or terminate funding under this Contract. This Contract is also subject to immediate cancellation or termination, without penalty to the System Agency, if sufficient and adequate funds are not available. Grantee will have no right of action against the System Agency if the System Agency cannot perform its obligations under this Contract as a result of lack of funding for any activities or functions contained within the scope of this Contract. In the event of cancellation or termination under this Section, the System Agency will not be required to give notice and will not be liable for any damages or losses caused or associated with such termination or cancellation.

3.02 No debt Against the State

The Contract will not be construed as creating any debt by or on behalf of the State of Texas.

3.03 Debt to State

If a payment law prohibits the Texas Comptroller of Public Accounts from making a payment, the Grantee acknowledges the System Agency's payments under the Contract will be applied toward eliminating the debt or delinquency. This requirement specifically applies to any debt or delinquency, regardless of when it arises.

3.04 Recapture of Funds

The System Agency may withhold all or part of any payments to Grantee to offset overpayments made to the Grantee. Overpayments as used in this Section include payments (i) made by the System Agency that exceed the maximum allowable rates; (ii) that are not allowed under applicable laws, rules, or regulations; or (iii) that are otherwise inconsistent with this Contract, including any unapproved expenditures. Grantee understands and agrees that it will be liable to the System Agency for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this Contract. Grantee further understands and agrees that reimbursement of such disallowed costs will be paid by Grantee from funds which were not provided or otherwise made available to Grantee under this Contract.

ARTICLE IV ALLOWABLE COSTS AND AUDIT REQUIREMENTS

4.01 Allowable Costs.

System Agency will reimburse the allowable costs incurred in performing the Project that are sufficiently documented. Grantee must have incurred a cost prior to claiming reimbursement and within the applicable term to be eligible for reimbursement under this Contract. The System Agency will determine whether costs submitted by Grantee are allowable and eligible for reimbursement. If the System Agency has paid funds to Grantee for unallowable or ineligible costs, the System Agency will notify Grantee in writing, and Grantee shall return the funds to the System Agency within thirty (30) calendar days of the date of this written notice. The System Agency may withhold all or part of any payments to Grantee to offset reimbursement for any unallowable or ineligible expenditure that Grantee has not refunded to the System Agency, or if financial status report(s) required under the Financial Status Reports section are not submitted by the due date(s). The System Agency may take repayment (recoup) from funds available under this Contract in amounts necessary to fulfill Grantee's repayment obligations. Applicable cost principles, audit requirements, and administrative requirements include-

Applicable Entity	Applicable Cost Principles	Audit Requirements	Administrative Requirements
State, Local and Tribal Governments	2 CFR, Part 225	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
Educational Institutions	2 CFR, Part 220	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
Non-Profit Organizations	2 CFR, Part 230	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS
For-profit Organization other than a hospital and an organization named in OMB Circular A-122 (2 CFR Part, 230) as not subject to that circular.	48 CFR Part 31, Contract Cost Principles Procedures, or uniform cost accounting standards that comply with cost principles acceptable to the federal or state awarding agency	2 CFR Part 200, Subpart F and UGMS	2 CFR Part 200 and UGMS

OMB Circulars will be applied with the modifications prescribed by UGMS with effect given to whichever provision imposes the more stringent requirement in the event of a conflict.

4.02 Independent Single or Program-Specific Audit

If Grantee, within Grantee's fiscal year, expends a total amount of at least SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$750,000) in federal funds awarded, Grantee shall have a single audit or program-specific audit in accordance with 2 CFR 200. The \$750,000 federal threshold amount includes federal funds passed through by way of state agency awards. If Grantee, within Grantee's fiscal year, expends a total amount of at least \$750,000 in state funds awarded, Grantee must have a single audit or program-specific audit in accordance with UGMS, State of Texas Single Audit Circular. The audit must be conducted by an independent certified public accountant and in accordance with 2 CFR 200, Government Auditing Standards, and UGMS. For-profit Grantees whose expenditures meet or exceed the federal or state expenditure thresholds stated above shall follow the guidelines in 2 CFR 200 or UGMS, as applicable, for their program-specific audits. HHSC Single Audit Services will notify Grantee to complete the Single Audit Determination Form. If Grantee fails to complete the Single Audit Determination Form within thirty (30) calendar days after notification by HHSC Single Audit Services to do so, Grantee shall be subject to the System Agency sanctions and remedies for non-compliance with this Contract. Each Grantee that is required to obtain a single audit must competitively procure single audit services once every six years. Grantee shall procure audit services in compliance with this section, state procurement procedures, as well as with the provisions of UGMS.

4.03 Submission of Audit

Due the earlier of 30 days after receipt of the independent certified public accountant's report or nine months after the end of the fiscal year, Grantee shall submit electronically, one copy of the Single Audit or Program-Specific Audit to the System Agency as directed in this Contract and another copy to: single_audit_report@hhsc.state.tx.us

ARTICLE V AFFIRMATIONS, ASSURANCES AND CERTIFICATIONS

5.01 General Affirmations

Grantee certifies that, to the extent General Affirmations are incorporated into the Contract under the Signature Document, the General Affirmations have been reviewed and that Grantee is in compliance with each of the requirements reflected therein.

5.02 Federal Assurances

Grantee further certifies that, to the extent Federal Assurances are incorporated into the Contract under the Signature Document, the Federal Assurances have been reviewed and that Grantee is in compliance with each of the requirements reflected therein.

5.03 Federal Certifications

Grantee further certifies, to the extent Federal Certifications are incorporated into the Contract under the Signature Document, that the Federal Certifications have been reviewed, and that Grantee is in compliance with each of the requirements reflected therein. **In addition, Grantee certifies that it is in compliance with all applicable federal laws, rules, or regulations, as they may pertain to this Contract.**

ARTICLE VI OWNERSHIP AND INTELLECTUAL PROPERTY

6.01 Ownership

The System Agency will own, and Grantee hereby assigns to the System Agency, all right, title, and interest in all Deliverables.

6.02 Intellectual Property

- a. The System Agency and Grantee will retain ownership, all rights, title, and interest in and to, their respective pre-existing Intellectual Property. A license to either Party's pre-existing Intellectual Property must be agreed to under this or another contract.
- b. Grantee grants to the System Agency and the State of Texas a royalty-free, paid up, worldwide, perpetual, non-exclusive, non-transferable license to use any Intellectual Property invented or created by Grantee, Grantee's contractor, or a subcontractor in the performance of the Project. Grantee will require its contractors to grant such a license under its contracts.

ARTICLE VII RECORDS, AUDIT, AND DISCLOSURE

7.01 Books and Records

Grantee will keep and maintain under GAAP or GASB, as applicable, full, true, and complete records necessary to fully disclose to the System Agency, the Texas State Auditor's Office, the United States Government, and their authorized representatives sufficient information to determine compliance with the terms and conditions of this Contract and all state and federal rules, regulations, and statutes. Unless otherwise specified in this Contract, Grantee will maintain legible copies of this Contract and all related documents for a minimum of seven (7) years after the termination of the contract period or seven (7) years after the completion of any litigation or dispute involving the Contract, whichever is later.

7.02 Access to records, books, and documents

In addition to any right of access arising by operation of law, Grantee and any of Grantee's affiliate or subsidiary organizations, or Subcontractors will permit the System Agency or any of its duly authorized representatives, as well as duly authorized federal, state or local authorities, unrestricted access to and the right to examine any site where business is conducted or Services are performed, and all records, which includes but is not limited to financial, client and patient records, books, papers or documents related to this Contract. If the Contract includes federal funds, federal agencies that will have a right of access to records as described in this section include: the federal agency providing the funds, the Comptroller General of the United States, the General Accounting Office, the Office of the Inspector General, and any of their authorized representatives. In addition, agencies of the State of Texas that will have a right of access to records as described in this section include: the System Agency, HHSC, HHSC's contracted examiners, the State Auditor's Office, the Texas Attorney General's Office, and any successor agencies. Each of these entities may be a duly authorized authority. If deemed necessary by the System Agency or any duly authorized authority, for the purpose of investigation or hearing, Grantee will produce original documents related to this Contract. The System Agency and any duly authorized authority will have the right to audit billings both before and after payment, and all documentation that substantiates the billings. Grantee will include this provision concerning

the right of access to, and examination of, sites and information related to this Contract in any Subcontract it awards.

7.03 Response/compliance with audit or inspection findings

- a. Grantee must act to ensure its and its Subcontractor's compliance with all corrections necessary to address any finding of noncompliance with any law, regulation, audit requirement, or generally accepted accounting principle, or any other deficiency identified in any audit, review, or inspection of the Contract and the goods or services provided hereunder. Any such correction will be at Grantee or its Subcontractor's sole expense. Whether Grantee's action corrects the noncompliance will be solely the decision of the System Agency.
- b. As part of the Services, Grantee must provide to HHSC upon request a copy of those portions of Grantee's and its Subcontractors' internal audit reports relating to the Services and Deliverables provided to the State under the Contract.

7.04 SAO Audit

Grantee understands that acceptance of funds directly under the Contract or indirectly through a Subcontract under the Contract acts as acceptance of the authority of the State Auditor's Office (SAO), or any successor agency, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject of an audit or investigation by the SAO must provide the SAO with access to any information the SAO considers relevant to the investigation or audit. Grantee agrees to cooperate fully with the SAO or its successor in the conduct of the audit or investigation, including providing all records requested. Grantee will ensure that this clause concerning the authority to audit funds received indirectly by Subcontractors through Grantee and the requirement to cooperate is included in any Subcontract it awards.

7.05 Confidentiality

Any specific confidentiality agreement between the Parties takes precedent over the terms of this section. To the extent permitted by law, Grantee agrees to keep all information confidential, in whatever form produced, prepared, observed, or received by Grantee. The provisions of this section remain in full force and effect following termination or cessation of the services performed under this Contract.

7.06 Public Information Act

Information related to the performance of this Contract may be subject to the PIA and will be withheld from public disclosure or released only in accordance therewith. Grantee must make all information not otherwise excepted from disclosure under the PIA available in portable document file (".pdf") format or any other format agreed between the Parties.

ARTICLE VIII CONTRACT MANAGEMENT AND EARLY TERMINATION

8.01 Contract Management

To ensure full performance of the Contract and compliance with applicable law, the System Agency may take actions including:

- a. Suspending all or part of the Contract;

- b. Requiring the Grantee to take specific corrective actions in order to remain in compliance with term of the Contract;
- c. Recouping payments made to the Grantee found to be in error;
- d. Suspending, limiting, or placing conditions on the continued performance of the Project;
- e. Imposing any other remedies authorized under this Contract; and
- f. Imposing any other remedies, sanctions or penalties permitted by federal or state statute, law, regulation, or rule.

8.02 Termination for Convenience

The System Agency may terminate the Contract at any time when, in its sole discretion, the System Agency determines that termination is in the best interests of the State of Texas. The termination will be effective on the date specified in HHSC's notice of termination.

8.03 Termination for Cause

Except as otherwise provided by the U.S. Bankruptcy Code, or any successor law, the System Agency may terminate the Contract, in whole or in part, upon either of the following conditions:

a. Material Breach

The System Agency will have the right to terminate the Contract in whole or in part if the System Agency determines, at its sole discretion, that Grantee has materially breached the Contract or has failed to adhere to any laws, ordinances, rules, regulations or orders of any public authority having jurisdiction and such violation prevents or substantially impairs performance of Grantee's duties under the Contract. Grantee's misrepresentation in any aspect of Grantee's Solicitation Response, if any or Grantee's addition to the Excluded Parties List System (EPLS) will also constitute a material breach of the Contract.

b. Failure to Maintain Financial Viability

The System Agency may terminate the Contract if, in its sole discretion, the System Agency has a good faith belief that Grantee no longer maintains the financial viability required to complete the Services and Deliverables, or otherwise fully perform its responsibilities under the Contract.

8.04 Equitable Settlement

Any early termination under this Article will be subject to the equitable settlement of the respective interests of the Parties up to the date of termination.

ARTICLE IX MISCELLANEOUS PROVISIONS

9.01 Amendment

The Contract may only be amended by an Amendment executed by both Parties.

9.02 Insurance

Unless otherwise specified in this Contract, Grantee will acquire and maintain, for the duration of this Contract, insurance coverage necessary to ensure proper fulfillment of this Contract and potential liabilities thereunder with financially sound and reputable insurers licensed by the Texas Department of Insurance, in the type and amount customarily carried within the industry as determined by the System Agency. Grantee will provide evidence of insurance as required

under this Contract, including a schedule of coverage or underwriter's schedules establishing to the satisfaction of the System Agency the nature and extent of coverage granted by each such policy, upon request by the System Agency. In the event that any policy is determined by the System Agency to be deficient to comply with the terms of this Contract, Grantee will secure such additional policies or coverage as the System Agency may reasonably request or that are required by law or regulation. If coverage expires during the term of this Contract, Grantee must produce renewal certificates for each type of coverage.

These and all other insurance requirements under the Contract apply to both Grantee and its Subcontractors, if any. Grantee is responsible for ensuring its Subcontractors' compliance with all requirements.

9.03 Legal Obligations

Grantee will comply with all applicable federal, state, and local laws, ordinances, and regulations, including all federal and state accessibility laws relating to direct and indirect use of information and communication technology. Grantee will be deemed to have knowledge of all applicable laws and regulations and be deemed to understand them. In addition to any other act or omission that may constitute a material breach of the Contract, failure to comply with this Section may also be a material breach of the Contract.

9.04 Permitting and Licensure

At Grantee's sole expense, Grantee will procure and maintain for the duration of this Contract any state, county, city, or federal license, authorization, insurance, waiver, permit, qualification or certification required by statute, ordinance, law, or regulation to be held by Grantee to provide the goods or Services required by this Contract. Grantee will be responsible for payment of all taxes, assessments, fees, premiums, permits, and licenses required by law. Grantee agrees to be responsible for payment of any such government obligations not paid by its contactors or subcontractors during performance of this Contract.

9.05 Indemnity

TO THE EXTENT ALLOWED BY LAW, GRANTEE WILL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE STATE OF TEXAS AND ITS OFFICERS AND EMPLOYEES, AND THE SYSTEM AGENCY AND ITS OFFICERS AND EMPLOYEES, FROM AND AGAINST ALL CLAIMS, ACTIONS, SUITS, DEMANDS, PROCEEDINGS, COSTS, DAMAGES, AND LIABILITIES, INCLUDING ATTORNEYS' FEES AND COURT COSTS ARISING OUT OF, OR CONNECTED WITH, OR RESULTING FROM:

- a. GRANTEE'S PERFORMANCE OF THE CONTRACT, INCLUDING ANY NEGLIGENT ACTS OR OMISSIONS OF GRANTEE, OR ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF GRANTEE, OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF GRANTEE, IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT; OR**
- b. ANY BREACH OR VIOLATION OF A STATUTE, ORDINANCE, GOVERNMENTAL REGULATION, STANDARD, RULE, OR BREACH OF CONTRACT BY GRANTEE, ANY AGENT, EMPLOYEE, SUBCONTRACTOR, OR SUPPLIER OF GRANTEE, OR ANY THIRD PARTY UNDER THE CONTROL OR SUPERVISION OF GRANTEE, IN THE EXECUTION OR PERFORMANCE OF THIS CONTRACT; OR**
- c. EMPLOYMENT OR ALLEGED EMPLOYMENT, INCLUDING CLAIMS OF DISCRIMINATION AGAINST GRANTEE, ITS OFFICERS, OR ITS AGENTS; OR**

- d. WORK UNDER THIS CONTRACT THAT INFRINGES OR MISAPPROPRIATES ANY RIGHT OF ANY THIRD PERSON OR ENTITY BASED ON COPYRIGHT, PATENT, TRADE SECRET, OR OTHER INTELLECTUAL PROPERTY RIGHTS.**

GRANTEE WILL COORDINATE ITS DEFENSE WITH THE SYSTEM AGENCY AND ITS COUNSEL. THIS PARAGRAPH IS NOT INTENDED TO AND WILL NOT BE CONSTRUED TO REQUIRE GRANTEE TO INDEMNIFY OR HOLD HARMLESS THE STATE OR THE SYSTEM AGENCY FOR ANY CLAIMS OR LIABILITIES RESULTING SOLELY FROM THE GROSS NEGLIGENCE OF THE SYSTEM AGENCY OR ITS EMPLOYEES. THE PROVISIONS OF THIS SECTION WILL SURVIVE TERMINATION OF THIS CONTRACT.

9.06 Assignments

Grantee may not assign all or any portion of its rights under, interests in, or duties required under this Contract without prior written consent of the System Agency, which may be withheld or granted at the sole discretion of the System Agency. Except where otherwise agreed in writing by the System Agency, assignment will not release Grantee from its obligations under the Contract.

Grantee understands and agrees the System Agency may in one or more transactions assign, pledge, or transfer the Contract. This assignment will only be made to another State agency or a non-state agency that is contracted to perform agency support.

9.07 Relationship of the Parties

Grantee is, and will be, an independent contractor and, subject only to the terms of this Contract, will have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract will be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create for the System Agency any liability whatsoever with respect to the indebtedness, liabilities, and obligations of Grantee or any other Party.

Grantee will be solely responsible for, and the System Agency will have no obligation with respect to:

- a. Payment of Grantee's employees for all Services performed;
- b. Ensuring each of its employees, agents, or Subcontractors who provide Services or Deliverables under the Contract are properly licensed, certified, or have proper permits to perform any activity related to the Work;
- c. Withholding of income taxes, FICA, or any other taxes or fees;
- d. Industrial or workers' compensation insurance coverage;
- e. Participation in any group insurance plans available to employees of the State of Texas;
- f. Participation or contributions by the State to the State Employees Retirement System;
- g. Accumulation of vacation leave or sick leave; or
- h. Unemployment compensation coverage provided by the State.

9.08 Technical Guidance Letters

In the sole discretion of the System Agency, and in conformance with federal and state law, the System Agency may issue instructions, clarifications, or interpretations as may be required during Work performance in the form of a Technical Guidance Letter. A TGL must be in

writing, and may be delivered by regular mail, electronic mail, or facsimile transmission. Any TGL issued by the System Agency will be incorporated into the Contract by reference herein for all purposes when it is issued.

9.09 Governing Law and Venue

This Contract and the rights and obligations of the Parties hereto will be governed by, and construed according to, the laws of the State of Texas, exclusive of conflicts of law provisions. Venue of any suit brought under this Contract will be in a court of competent jurisdiction in Travis County, Texas unless otherwise elected by the System Agency. Grantee irrevocably waives any objection, including any objection to personal jurisdiction or the laying of venue or based on the grounds of forum non conveniens, which it may now or hereafter have to the bringing of any action or proceeding in such jurisdiction in respect of this Contract or any document related hereto.

9.10 Severability

If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract will be construed as if such provision did not exist and the non-enforceability of such provision will not be held to render any other provision or provisions of this Contract unenforceable.

9.11 Survivability

Termination or expiration of this Contract or a Contract for any reason will not release either party from any liabilities or obligations in this Contract that the parties have expressly agreed will survive any such termination or expiration, remain to be performed, or by their nature would be intended to be applicable following any such termination or expiration, including maintaining confidentiality of information and records retention.

9.12 Force Majeure

Except with respect to the obligation of payments under this Contract, if either of the Parties, after a good faith effort, is prevented from complying with any express or implied covenant of this Contract by reason of war; terrorism; rebellion; riots; strikes; acts of God; any valid order, rule, or regulation of governmental authority; or similar events that are beyond the control of the affected Party (collectively referred to as a "Force Majeure"), then, while so prevented, the affected Party's obligation to comply with such covenant will be suspended, and the affected Party will not be liable for damages for failure to comply with such covenant. In any such event, the Party claiming Force Majeure will promptly notify the other Party of the Force Majeure event in writing and, if possible, such notice will set forth the extent and duration thereof.

9.13 No Waiver of Provisions

Neither failure to enforce any provision of this Contract nor payment for services provided under it constitute waiver of any provision of the Contract.

9.14 Publicity

Except as provided in the paragraph below, Grantee must not use the name of, or directly or indirectly refer to, the System Agency, the State of Texas, or any other State agency in any media release, public announcement, or public disclosure relating to the Contract or its subject

matter, including in any promotional or marketing materials, customer lists, or business presentations.

Grantee may publish, at its sole expense, results of Grantee performance under the Contract with the System Agency's prior review and approval, which the System Agency may exercise at its sole discretion. Any publication (written, visual, or sound) will acknowledge the support received from the System Agency and any Federal agency, as appropriate.

9.15 Prohibition on Non-compete Restrictions

Grantee will not require any employees or Subcontractors to agree to any conditions, such as non-compete clauses or other contractual arrangements that would limit or restrict such persons or entities from employment or contracting with the State of Texas.

9.16 No Waiver of Sovereign Immunity

Nothing in the Contract will be construed as a waiver of sovereign immunity by the System Agency.

9.17 Entire Contract and Modification

The Contract constitutes the entire agreement of the Parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Any additional or conflicting terms in any future document incorporated into the Contract will be harmonized with this Contract to the extent possible by the System Agency.

9.18 Counterparts

This Contract may be executed in any number of counterparts, each of which will be an original, and all such counterparts will together constitute but one and the same Contract.

9.19 Proper Authority

Each Party hereto represents and warrants that the person executing this Contract on its behalf has full power and authority to enter into this Contract. Any Services or Work performed by Grantee before this Contract is effective or after it ceases to be effective are performed at the sole risk of Grantee with respect to compensation.

9.20 Employment Verification

Grantee will confirm the eligibility of all persons employed during the contract term to perform duties within Texas and all persons, including subcontractors, assigned by the contractor to perform work pursuant to the Contract.

9.21 Civil Rights

- a. Grantee agrees to comply with state and federal anti-discrimination laws, including:
 1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d *et seq.*);
 2. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794);
 3. Americans with Disabilities Act of 1990 (42 U.S.C. §12101 *et seq.*);
 4. Age Discrimination Act of 1975 (42 U.S.C. §§6101-6107);
 5. Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688);
 6. Food and Nutrition Act of 2008 (7 U.S.C. §2011 *et seq.*); and

7. The System Agency's administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Agreement.

Grantee agrees to comply with all amendments to the above-referenced laws, and all requirements imposed by the regulations issued pursuant to these laws. These laws provide in part that no persons in the United States may, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion, be excluded from participation in or denied any aid, care, service or other benefits provided by Federal or State funding, or otherwise be subjected to discrimination.

- b. Grantee agrees to comply with Title VI of the Civil Rights Act of 1964, and its implementing regulations at 45 C.F.R. Part 80 or 7 C.F.R. Part 15, prohibiting a contractor from adopting and implementing policies and procedures that exclude or have the effect of excluding or limiting the participation of clients in its programs, benefits, or activities on the basis of national origin. State and federal civil rights laws require contractors to provide alternative methods for ensuring access to services for applicants and recipients who cannot express themselves fluently in English. Grantee agrees to take reasonable steps to provide services and information, both orally and in writing, in appropriate languages other than English, in order to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities.
- c. Grantee agrees to post applicable civil rights posters in areas open to the public informing clients of their civil rights and including contact information for the HHS Civil Rights Office. The posters are available on the HHS website at: <http://hhscx.hhsc.texas.gov/system-support-services/civil-rights/publications>
- d. Grantee agrees to comply with Executive Order 13279, and its implementing regulations at 45 C.F.R. Part 87 or 7 C.F.R. Part 16. These provide in part that any organization that participates in programs funded by direct financial assistance from the United States Department of Agriculture or the United States Department of Health and Human Services shall not discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.
- e. Upon request, Grantee will provide HHSC Civil Rights Office with copies of all of the Grantee's civil rights policies and procedures.
- f. Grantee must notify HHSC's Civil Rights Office of any civil rights complaints received relating to its performance under this Agreement. This notice must be delivered no more than ten (10) calendar days after receipt of a complaint. Notice provided pursuant to this section must be directed to:

HHSC Civil Rights Office
701 W. 51st Street, Mail Code W206
Austin, Texas 78751
Phone Toll Free: (888) 388-6332
Phone: (512) 438-4313

TTY Toll Free: (877) 432-7232
Fax: (512) 438-5885.

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SUPPLEMENTAL CONDITIONS

THERE ARE NO SUPPLEMENTAL CONDITIONS FOR THIS CONTRACT THAT MODIFY THE HHS UNIFORM TERMS AND CONDITIONS.

SPECIAL CONDITIONS

SECTION 1.01 NOTICE OF CONTRACT ACTION

Grantee shall notify their assigned contract manager if Grantee has had any contract suspended or terminated for cause by any local, state or federal department or agency or nonprofit entity within five days of becoming aware of the action and include the following:

- a. Reason for such action;
- b. Name and contact information of the local, state or federal department or agency or entity;
- c. Date of the contract;
- d. Date of suspension or termination; and
- e. Contract or case reference number.

SECTION 1.02 NOTICE OF CRIMINAL ACTIVITY AND DISCIPLINARY ACTIONS

- a. Grantee shall immediately report in writing to their contract manager when Grantee has knowledge or any reason to believe that they or any person with ownership or controlling interest in the organization/business, or their agent, employee, contractor or volunteer that is providing services under this Contract has:
 1. Engaged in any activity that could constitute a criminal offense equal to or greater than a Class A misdemeanor or grounds for disciplinary action by a state or federal regulatory authority; or
 2. Been placed on community supervision, received deferred adjudication, or been indicted for or convicted of a criminal offense relating to involvement in any financial matter, federal or state program or felony sex crime.
- b. Grantee shall not permit any person who engaged, or was alleged to have engaged, in any activity subject to reporting under this section to perform direct client services or have direct contact with clients, unless otherwise directed in writing by the System Agency.

SECTION 1.04 GRANTEE'S NOTIFICATION OF CHANGE OF CONTACT PERSON OR KEY PERSONNEL

The Grantee shall notify in writing their contract manager assigned within ten days of any change to the Grantee's Contact Person or Key Personnel.

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SECTION 1.05 SERVICES AND INFORMATION FOR PERSONS WITH LIMITED ENGLISH PROFICIENCY

- a. Grantee shall take reasonable steps to provide services and information both orally and in writing, in appropriate languages other than English, to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits and activities.
- b. Grantee shall identify and document on the client records the primary language/dialect of a client who has limited English proficiency and the need for translation or interpretation services and shall not require a client to provide or pay for the services of a translator or interpreter.
- c. Grantee shall make every effort to avoid use of any persons under the age of 18 or any family member or friend of the client as an interpreter for essential communications with a client with limited English proficiency, unless the client has requested that person and using the person would not compromise the effectiveness of services or violate the client's confidentiality and the client is advised that a free interpreter is available.

SECTION 1.06 HIV/AIDS MODEL WORKPLACE GUIDELINES

Grantee shall implement System Agency's policies based on the Human Immunodeficiency Virus/Acquired Immunodeficiency Syndrome (HIV/AIDS), AIDS Model Workplace Guidelines for Businesses at <http://www.dshs.state.tx.us/hivstd/policy/policies.shtm>, State Agencies and State Grantees Policy No. 090.021.

Grantee shall also educate employees and clients concerning HIV and its related conditions, including AIDS, in accordance with the Texas. Health & Safety Code §§ 85.112-114.

SECTION 1.07 MEDICAL RECORDS RETENTION

Grantee shall retain medical records in accordance with 22 TAC §165.1(b) or other applicable statutes, rules and regulations governing medical information.

SECTION 1.08 INTERIM EXTENSION AMENDMENT

- a. Prior to or on the expiration date of this Contract, the Parties agree that this Contract can be extended as provided under this Section.
- b. The System Agency shall provide written notice of interim extension amendment to the Grantee under one of the following circumstances:
 1. Continue provision of services in response to a disaster declared by the governor; or
 2. To ensure that services are provided to clients without interruption.
- c. The System Agency will provide written notice of the interim extension amendment that specifies the reason for it and period of time for the extension.
- d. Grantee will provide and invoice for services in the same manner that is stated in the Contract.

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- e. An interim extension under Section (b)(1) above shall extend the term of the contract not longer than 30 days after governor's disaster declaration is declared unless the Parties agree to a shorter period of time.
- f. An interim extension under Section (b)(2) above shall be a one-time extension for a period of time determined by the System Agency.

SECTION 1.09 ELECTRONIC AND INFORMATION RESOURCES ACCESSIBILITY AND SECURITY STANDARDS

a. Applicability:

The following Electronic and Information Resources (EIR) requirements apply to the Contract because the Grantee performs services that include EIR that the System Agency's employees are required or permitted to access or members of the public are required or permitted to access.

This Section does not apply to incidental uses of EIR in the performance of the Agreement, unless the Parties agree that the EIR will become property of the State of Texas or will be used by HHSC's clients or recipients after completion of the Agreement.

Nothing in this section is intended to prescribe the use of particular designs or technologies or to prevent the use of alternative technologies, provided they result in substantially equivalent or greater access to and use of a Product.

b. Definitions:

“Accessibility Standards” means accessibility standards and specifications for Texas agency and institution of higher education websites and EIR set forth in 1 TAC Chapter 206 and/or Chapter 213.

“Electronic and Information Resources” means information resources, including information resources technologies, and any equipment or interconnected system of equipment that is used in the creation, conversion, duplication, or delivery of data or information. The term includes telephones and other telecommunications products, information kiosks, transaction machines, Internet websites, multimedia resources, and office equipment, including copy machines and fax machines.

“Electronic and Information Resources Accessibility Standards” means the accessibility standards for electronic and information resources contained in 1 Texas Administrative Code Chapter 213.

“Product” means information resources technology that is, or is related to EIR.

“Web Site Accessibility Standards/ Specifications” means standards contained in Volume 1 Tex. Admin. Code Chapter 206(c) Accessibility Requirements.

Under Tex. Gov't Code Chapter 2054, Subchapter M, and implementing rules of the Texas Department of Information Resources, the System Agency must procure

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Products and services that comply with the Accessibility Standards when those Products are available in the commercial marketplace or when those Products are developed in response to a procurement solicitation. Accordingly, Grantee must provide electronic and information resources and associated Product documentation and technical support that comply with the Accessibility Standards.

c. Evaluation, Testing, and Monitoring

1. The System Agency may review, test, evaluate and monitor Grantee's Products and services, as well as associated documentation and technical support for compliance with the Accessibility Standards. Review, testing, evaluation and monitoring may be conducted before and after the award of a contract. Testing and monitoring may include user acceptance testing. Neither the review, testing (including acceptance testing), evaluation or monitoring of any Product or service, nor the absence of review, testing, evaluation or monitoring, will result in a waiver of the State's right to contest the Grantee's assertion of compliance with the Accessibility Standards.
2. Grantee agrees to cooperate fully and provide the System Agency and its representatives timely access to Products, records, and other items and information needed to conduct such review, evaluation, testing, and monitoring.

d. Representations and Warranties

1. Grantee represents and warrants that:
 - i. As of the Effective Date of the Contract, the Products and associated documentation and technical support comply with the Accessibility Standards as they exist at the time of entering the Agreement, unless and to the extent the Parties otherwise expressly agree in writing; and
 - ii. If the Products will be in the custody of the state or a System Agency's client or recipient after the Contract expiration or termination, the Products will continue to comply with Accessibility Standards after the expiration or termination of the Contract Term, unless the System Agency or its clients or recipients, as applicable, use the Products in a manner that renders it noncompliant.
2. In the event Grantee becomes aware, or is notified that the Product or service and associated documentation and technical support do not comply with the Accessibility Standards, Grantee represents and warrants that it will, in a timely manner and at no cost to the System Agency, perform all necessary steps to satisfy the Accessibility Standards, including remediation, replacement, and upgrading of the Product or service, or providing a suitable substitute.
3. Grantee acknowledges and agrees that these representations and warranties are essential inducements on which the System Agency relies in awarding this Contract.

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4. Grantee's representations and warranties under this subsection will survive the termination or expiration of the Contract and will remain in full force and effect throughout the useful life of the Product.

e. Remedies

1. Under Tex. Gov't Code § 2054.465, neither the Grantee nor any other person has cause of action against the System Agency for a claim of a failure to comply with Tex. Gov't Code Chapter 2054, Subchapter M, and rules of the Department of Information Resources.
2. In the event of a breach of Grantee's representations and warranties, Grantee will be liable for direct, consequential, indirect, special, or liquidated damages and any other remedies to which the System Agency may be entitled under this Contract and other applicable law. This remedy is cumulative of any other remedies to which the System Agency may be entitled under this Contract and other applicable law.

SECTION 1.10 COMPLIANCE WITH STATUTES, RULES, AND PROGRAM GUIDANCE

Grantee will comply with all applicable federal and state statutes and regulations, including, but not limited to:

1. Chapters 81 and 85 of the Texas Health and Safety Code;
2. Relevant portions of Chapter 6A (Public Health Service) of Title 42 (The Public Health and Welfare) of the United States Code, as amended; and
3. Title 25 TAC Chapter 97, Subchapter F.

Grantee will comply with all applicable state and federal standards, policies and guidelines as revised, including, but not limited to:

1. DSHS Standards for Public Health Services, located at <http://www.dshs.state.tx.us/qmb/dshsstdrds4clinciservs.pdf> ;
2. Texas HIV Surveillance Procedure Manual, latest revision to be provided to Grantee by the effective date of this Contract; at <http://www.dshs.state.tx.us/hivstd/manual/hivsurveillance.shtm> . ;
3. DSHS HIV/AIDS and STD Program Operating Procedures and Standards, located at <http://www.dshs.state.tx.us/hivstd/pops/default.shtm> ;
4. DSHS Program Policy "Release of TB/HIV/AIDS and STD Data" <http://www.dshs.state.tx.us/hivstd/policy/security.shtm> ;
5. Federal HIV/AIDS Security and Confidentiality guidelines, located at <https://www.cdc.gov/nchhstp/programintegration/docs/PCSIDataSecurityGuidelines.pdf> ;
6. DSHS Program Policy No.2011.01 "TB/HIV/STD and Viral Hepatitis Unit Confidential Information Security Policy:"

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- <http://www.dshs.state.tx.us/hivstd/policy/security.shtm> ; and
7. DSHS Program TB/HIV/STD and Viral Hepatitis Unit Breach of Confidentiality Response Policy” <http://www.dshs.state.tx.us/hivstd/policy/security.shtm>.

All of the above-named documents are incorporated herein by reference and made a part of this Contract.